

EXHIBIT A



Rules Governing Deposit Accounts

Effective August 22, 2014

Welcome to Capital One, N.A. (hereafter referred to as "Capital One Bank", "we", "us" or "our"). These Rules Governing Deposit Accounts (herein after referred to as "Rules"), as may be amended from time to time, constitute the deposit contract which governs all deposit accounts with Capital One Bank. Specifically incorporated by reference into these Rules, as applicable, are the following, also as may be amended from time to time: New Account Information Card, Account Disclosure, deposit receipt, Certificate of Deposit Receipt, Individual Retirement Account Contribution Investment Receipt, Schedule of Fees and Charges, Electronic Fund Transfers Agreement and Disclosure, Privacy Policy, Capital One Bank Online Banking Terms and Conditions Agreement, Online Bill Payment Authorization and Agreement, and any other agreement pertaining to treasury management services or other services for which you have contracted in connection with your deposit account. By opening or continuing to maintain a deposit account with us, each customer (referred to as "you" or "your") agrees to be bound by the applicable provisions of these Rules, and all applicable agreements, disclosures, and other documents, as well as by all applicable federal or state laws, statutes and regulations. Please keep a copy of this publication. The Electronic Fund Transfers Agreement and Disclosure, Privacy Policy, Capital One Bank Online Banking Terms and Conditions Agreement, and Online Bill Payment Authorization and Agreement are available on our website, www.capitalone.com ("Website").

Important Information about Procedures for Opening a New Account. To help the United States Government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account.

When you open an account, we will ask for your name, street address (a post office box may not be used), date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

Federal law requires that you provide us with your Social Security Number or your Employer Identification Number before opening any account. If you are in the process of applying for such a number, we may open your account temporarily pending receipt of the number. If you fail to provide us with the number, we may close the account at any time without prior notice to you.

We may decline to open an account for any reason, or for no reason. Capital One Bank is not liable for any damages or liabilities resulting from refusal of an account relationship.

Your New Account. Additional terms and conditions, applicable service charges, minimum deposit requirement, and where applicable, information concerning the calculation, compounding and crediting of interest are contained in the disclosure statement and agreement for the type of account you have opened (your "Account Disclosure").

Your account is considered a new account if it has been open for thirty (30) calendar days or less. If you already have existing accounts with Capital One Bank that have been open for a period of at least thirty (30) calendar days, accounts subsequently opened will not be considered new accounts.

Evidence of Account. Depending upon the type of account you have opened, we will provide you with a deposit receipt, certificate of deposit receipt, or individual retirement account ("IRA") contribution investment receipt, or we will mail (or provide electronically) periodic statements to your last known address.

Your account may be accessed via the internet if you enroll in online banking by visiting our Website ("Online Banking"). Accounts enrolled in Online Banking are subject to additional terms and conditions which will be provided to you at enrollment.

Additional Deposits. Unless otherwise provided by the terms and conditions contained in your Account Disclosure, there is no limit on the number of deposits that may be made to an account, however, we reserve the right, at our sole discretion, to refuse further deposits to your account.

Crediting of Deposits. Funds deposited in a branch before 2 p.m. local time, or such later time posted in the branch, (8 p.m. CT/9 p.m. ET for funds deposited at an ATM) on any business day will be credited to the applicable account that business day. Funds deposited after the above stated times will be credited on that business day or the next business day. Please refer to the section of this disclosure entitled Deposit Availability Disclosure to determine when funds are available for withdrawal or for paying transactions on your account.

Accepting Items for Deposit. We will accept items for deposit, but act only as your agent for collection and assumes no responsibility for these items, beyond the exercise of ordinary care. Even though we credit your account for the amount of any item, this credit is temporary until we receive final payment in cash or other manner acceptable to us. Any temporary credit may be reversed by us. If an item you deposit (or a check cashed against your account) is returned to us unpaid, or if we receive a claim from another bank that the item was not properly payable (for example, a claim that the item was altered), we may debit the entire amount of the item (plus any applicable fees) from any account you hold with us, even if doing so creates an overdraft. If a temporary credit is reversed or an item is charged back to your account, a fee will be deducted from the account, together with any interest earned on the amount of the item. Your account may also be debited for any special fees incurred in processing items for collection. All foreign checks are handled as collection items only, and a fee will be assessed. You hereby waive notice of dishonor, nonpayment or protest with respect to any items credited to or charged against your account. We reserve the right to require waiting periods, as described in the Deposit Availability Disclosure provided herein, before we will allow withdrawal against temporary credits.

Receipts for Deposits. We will give you a receipt for the total amount shown on your deposit ticket, but the amount must be verified before it is credited to your account. If an error is discovered in the amount of your deposit, we will adjust your account and notify you of the correction.

Deposit Errors. If we mistakenly credit your account for funds to which you are not the rightful owner, we may deduct those funds from your account, even if this causes your account to be overdrawn. We may do so at any time and without prior notice to you.

Envelope Depository. We will accept payments and/or deposits through the use of an "envelope depository" (a "drop" receptacle into which envelopes may be placed during business and nonbusiness hours). You authorize us to remove your payment and/or deposit from the envelope, count the funds and credit your account. We will mail a receipt for your payment and/or deposit to your address as reflected in our records.

The envelope depository is provided as a convenience to our clients, and we are not responsible for any loss suffered by you resulting from your use of said envelope depository unless caused by our gross negligence or willful misconduct.

Withdrawals. Withdrawals from your account may be made at the teller window only by authorized signer(s) on the account. We will not pay withdrawals to third parties. If you provide your ATM card or ATM/Debit card and personal access code to a third party, you have authorized the third party to withdraw funds from your account at an ATM machine or point of sale terminal.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

Account Transaction Limitations. Federal Regulations pertaining to savings accounts (including savings accounts with check writing privileges and money market accounts) allow no more than six (6) transfers per monthly service charge cycle to a third party or to another account of the depositor at Capital One Bank by means of preauthorized, automatic, telephone or online transfers. If you exceed the number of transactions permitted in a monthly service charge cycle more than once during any twelve-month period, you may be charged a fee for each transaction in excess of the number permitted (an "Excessive Transaction Fee"). Please see the current Schedule of Fees and Charges for the amount of the Excessive Transaction Fee. If you exceed the transaction limitations applicable to your account three (3) times in any twelve-month period you agree that we may convert your savings or money market account to an account that is not subject to federal transaction limits (a "transaction account"). We will notify you by mail if we convert your savings or money market account to a transaction account.

Unless your Account Disclosures provide otherwise, you may make any number of withdrawals from your account in person or at any ATM; provided that you do not exceed daily ATM cash withdrawal limits. Please refer to our Electronic Fund Transfers Agreement and Disclosure ("EFT Disclosure") available on our Website or at any of our banking offices for the daily cash withdrawal and point of sale limits applicable to your ATM card or ATM/Debit card.

Notice of Withdrawal. We may allow withdrawals at any time, but reserve the right to require twenty-one (21) days written notice of intention to withdraw funds from any savings, money market and negotiable order of withdrawal (NOW) account.

Large Cash Transactions. We reserve the right to place a limit on the amount of cash that may be deposited or withdrawn in a business day. We may require advance notice of a large cash withdrawal, and we may require that the cash be obtained by an armored carrier (at your expense). We may also refuse to accept a cash deposit for a very large amount.

Same-Day Transactions. We are not responsible for paying items against deposits made the same day the items are presented for payment.

Statements. We will provide you with monthly or periodic statements for certain accounts. The postal (or electronic) address you provide to us will be deemed to be correct for purposes of delivering account statements and other notices to you, until we receive a change of address notification from you in writing. If your statement is returned to us as a result of your failure to notify us of your change in address, we may stop sending account statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we delivered your account statement to you as of the date that was or would have been printed on your account statement. If you enroll in Online Banking, your periodic statements will be accessible online from the date of enrollment. You must inspect your statement and any cancelled checks promptly after they are made available to you. You must notify us in writing within thirty (30) days (14 days if your account was opened in New York) from the date your statement is postmarked or otherwise made available to you, or your account transaction history is made available to you through Online Banking, of any errors, discrepancies or irregularities, including but not limited to, unauthorized signature, alterations, improper charges, unauthorized transfer or withdrawal of funds, nonreceipt of an expected statement, or that any deposit was not properly credited to your account. With respect to claims of unauthorized, missing or improper endorsements on any item drawn on your account, you must notify us in writing within sixty (60) days (180 days if your account was established in Connecticut) from the date your statement is postmarked or is otherwise made available to you, or items are made available to you through Online Banking. We will not be responsible for any loss suffered by you if you do not notify us in writing within these stated time periods. If we pay an item bearing an unauthorized signature, forged maker's signature or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the item.

If yours is a business account, you agree that you will have at least two people review your statements, notices, and returned checks. We assume no liability for unauthorized transactions made by an employee whom you have designated as authorized to transact business on your business account or to whom you have made available any information or devices necessary to transact business on your business account.

These time limits do not affect your rights under the Electronic Funds Transfer Act. Please refer to our EFT Disclosure for time limits and error resolution procedures for unauthorized or erroneous electronic funds transfers.

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss. Your cooperation may include, but not be limited to, providing us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You further agree to notify law enforcement authorities of any criminal act related to the claim. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against any one who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

If you make a claim, or if we suspect that your account may be compromised, we may recommend that you close the account. If you decline to close the account, you agree that we will not be liable to you for subsequent losses or damages on the account due to unauthorized activity.

Transactions using Teleservice24SM. Telephone transactions using Teleservice-24 require the entry of your personal access codes and social security number to transfer funds between checking, savings and money market accounts bearing your name and linked to your social security number. All accounts must be maintained with us. You are solely responsible for the security of your personal access codes, which should be held under the strictest confidence and not revealed to other persons. If you know or suspect that another person knows your access codes, you should notify us immediately so that your access codes may be changed. You will be liable for unauthorized transactions to your accounts using your access codes to the extent allowed by applicable state or federal law. You hereby agree that the security procedure described in this section is commercially reasonable and authorize us to process transfers between your accounts via our automated telephone service. Please consult our EFT Disclosure for the rules and regulations regarding telephone transfers and the limits of our liability.

Processing Order of Credits and Debits. We process credits and debits to your account in a specific order. We refer to this as the processing order and it is how we decide what posts first and last each day. The processing order also determines the order that you will see the items on your statement.

Our processing order might not be the same as the order you make transactions and could result in overdraft transactions. You can avoid overdrafts on your account by always making sure you have enough available funds in your account to cover your transactions. Please read the Deposit Availability Disclosure section of these Rules for more information on when we make funds available to you.

Credits, like a check or cash deposit, increase your account balance. Debits, like ATM withdrawals and debit card transactions, decrease your balance. We will process credits and debits as follows:

- All credits to your account that are received by the close of our business day will be processed to your account first. Any credits that we initiate to your account, like interest payments, will be processed last. Credits received after our business day cutoff time will be processed the next business day. We will post credits from the highest to lowest dollar amount, regardless of the order in which we receive or process them.
- After we have processed any credits to your account, we will process debits. First, we group any similar types of debits (like all checks) together into separate categories. Then, we process those debits within each category in a specific order such as by dollar amount. For some debits, we will know the time you made the transaction. This allows us to post the debit closer to the time you actually made the debit transaction instead of by dollar amount.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

To help you better understand our debit processing, we have created the following table that includes both the category of debits to be processed and our processing order for each:

Processing Order	Debit Category	Examples	How Processed
1	Debits deferred from a prior day for manual review due to insufficient or unavailable funds and related fees	<ul style="list-style-type: none"> Manually approved checks and ACH transactions Overdraft and nonsufficient funds (bounced check) fees from the prior business day 	Lowest dollar amount to highest
2	Cash or cash-like withdrawals	<ul style="list-style-type: none"> Teller and ATM withdrawals Wire transfers Capital One loan payments 	Date and time, if available Everything else from lowest dollar amount to highest
3	Customer initiated service charges and fees (except overdraft transfer protection fees)	<ul style="list-style-type: none"> Stop payment request Check re-order fees Wire transfer fees 	Date and time, if available Everything else from lowest dollar amount to highest
4	Debit card transactions and fees	<ul style="list-style-type: none"> One-time and recurring debit card transactions 	Date and time, if available Everything else from lowest dollar amount to highest
5	Automated Clearinghouse (ACH) transactions	<ul style="list-style-type: none"> Automatic payments you authorize, like mortgage payments or monthly utility bills 	Date and time, if available Everything else from highest dollar amount to lowest
6	Checks and other payment items	<ul style="list-style-type: none"> Check payments Capital One Bank Online Bill Pay transactions 	Highest dollar amount to lowest
7	Bank initiated transaction fees	<ul style="list-style-type: none"> Returned items chargeback fee. 	Highest dollar amount to lowest
8	Certain Capital One Bank account-to-account funding transfers and related fees	<ul style="list-style-type: none"> Overdraft protection account transfers Sweep account transfers 	Highest dollar amount to lowest
9	Credits and debits that we initiate.	<ul style="list-style-type: none"> Account interest payments (credits) Monthly account fees (debits) 	Credits first, then debits

Uncollected/Held Funds. We reserve the right to return and/or refuse to pay any check, in-person withdrawal, ATM withdrawal or other electronic item or instruction which is presented for payment against uncollected/held funds. A fee may be deducted from the account for any item drawing against uncollected funds, whether the item is paid or returned unpaid, in accordance with our current Schedule of Fees and Charges.

Returning Items. You do not have the right to write a check or draft, to make an ATM or other withdrawal, or to initiate or have an automatic debit processed against your account for an amount that exceeds your available balance. At any time before final payment (as defined in the Uniform Commercial Code) we may return any check, draft, negotiable order of withdrawal, electronic debit or other item presented for payment against your account when there are insufficient available funds in your account to pay the item or if for some other reason the item is not good or payable. In addition, we may charge a fee for each item returned in accordance with our current Schedule of Fees and Charges.

Overdrafts. We may in our sole discretion, and without obligation, elect to pay checks and other items drawn on your deposit account or to permit automatic bill payments and withdrawals against your account for an amount in excess of your available balance (an "Overdraft"). Generally, we will not authorize and pay overdrafts for ATM transactions and everyday debit card transactions, unless you have authorized us to do so*. You have no right to overdraw your account at any time, for any reason, and our decision to pay Overdraft items is solely within our discretion. You understand and agree that if we elect to pay Overdraft items or to permit an Overdraft to exist in your account, you have no right to defer payment, and you must deposit additional funds into your account promptly in an amount sufficient to cover the Overdraft and to pay us Overdraft fees for each Overdraft item in accordance with our current Schedule of Fees and Charges. We will not assess more than four (4) fees per day for overdrawing your account*. We also will not charge an overdraft fee if your account is overdrawn \$5.00 or less at the end of each business day*. You acknowledge and agree that no oral or other statement made to you by any of our officers or employees, or any course of dealing under which we may, from time to time, or one or more times, elect to pay and honor Overdrafts on your account, may be construed by you, or by any third person, or by any court or arbitrator, to in any way modify, amend, or contravene the foregoing provisions, or to in any way obligate us to pay and honor future Overdraft items or permit you to defer payment of existing and future Overdraft balances. You can avoid Overdrafts on your account by always making sure that you have sufficient available funds in your account to cover all of the debits presented for payment against your account.

*Applies to consumer accounts. **Business - purpose accounts may have different policies.**

Stop Payment Orders. You or any one of the signers on your account may request us to stop payment on a check written on your account by providing us with the account number, the date of the check, the check number, the exact amount of the check, and the name of the person to whom the check was made payable. You understand that unless we have complete and accurate information from you, we may be unable to identify the check for which a stop payment has been requested which will result in the check being paid. We also require a reasonable amount of time to act on the request. If two or more signatures are required to transact business, we may accept any ONE authorized signature for a stop payment order.

Under certain circumstances, current transaction information may not be available, and the item upon which a stop payment has been requested may already have been paid. If the item upon which you have stopped payment has already been paid, we will refund the stop payment fee at your request. Written stop payment orders expire after six (6) months and oral stop payment orders expire after fourteen (14) days. All stop payment orders entered by you through Teleservice-24 expire six months from the date entered unless otherwise renewed by you in writing before they expire.

Unless stop payment orders are renewed in writing, Capital One Bank assumes no responsibility if the item is paid after the expiration of the stop payment order. You will be charged a fee for initial and renewed stop payment orders.

You may not stop payment on a check that is used to purchase a Cashier's Check, on the purchased Cashier's Check (except as otherwise provided by applicable law), or on any item that has already cleared or has been paid.

Automated Processing. In accordance with general banking standards, we have adopted automated collection and payment systems which rely on information encoded onto each check in magnetic ink. You agree that we may disregard all information on any check drawn on your account (front and back) other than your signature, the amount of the check and the information encoded in magnetic ink. You further agree that we shall not be deemed to have failed to exercise ordinary care in paying an item solely because our procedures do not require us to perform a sight examination of items with a face amount below a threshold level established by us from time to time.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

Postdated Checks. If you write a post-dated check, we may pay it and charge it against your account, even if it is presented prior to the date of the check.

Stale Checks. We are not obligated to pay a check presented for payment more than six months after its date (a "Stale Check"). Notwithstanding the foregoing, you agree to hold us harmless if we pay a Stale Check. If you do not want us to pay a Stale Check, you must place a stop-payment order on the check.

Restrictive Legends. We are not required to honor any restrictive legend placed on checks you write. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1000.00". We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

Drafts Which Do Not Bear Your Signature. If we receive a draft drawn against your account which does not contain your signature as reflected on the signature card for your account we may, at our discretion, return the draft unpaid. If you wish to ensure that a draft drawn against your account but not bearing your signature will be paid, you must communicate to us in advance that you want the draft to be paid.

Facsimile Signature/System-Generated Signatures. If you authorize us to honor any facsimile or system-generated signature, you have the sole responsibility for maintaining the security of each signature affixing device or system. No facsimile or system-generated signature shall be deemed to be an unauthorized signature notwithstanding the lack of authority of the person(s) affixing such signature, and you shall be solely responsible for any and all losses incurred in connection with the use of the facsimile or system-generated signature.

Checks Presented Over The Counter For Payment By a Non-Customer. To the extent permitted by applicable law, you agree that if a check drawn against your account is presented over-the-counter for payment by a person who is not a deposit customer of Capital One Bank we may, in our sole discretion, refuse payment of the check or charge a fee for payment of the check.

Power of Attorney. Power of attorney is a legal arrangement in which a person (the principal), authorizes another person (the agent/attorney(s)-in-fact) to act on his or her behalf with respect to certain matters. Such matters may include banking, retirement benefits, real estate, insurance, and other transactions. If you want someone other than an authorized signer on your account to transact business on your account, you must provide us with a form reasonably acceptable to us which identifies the person to whom you grant your power of attorney and each account for which you wish the agent to exercise the power of attorney.

We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of the principal, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items and instructions until (a) we know of your death or legal incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence unless ordered to stop payment by someone claiming interest in the account. We may restrict access to your account upon notice of your death or legal incompetence until the appropriate documentation is provided to us by your executor, administrator or other legal representative of your estate or person.

Grant of Security Interest and Right to Set-Off. To secure payment of any monies that you may owe us or any of our affiliates, for any reason, you grant us a continuing security interest in all funds that you may now and in the future maintain on deposit with us, with the exception of funds held in a trust or fiduciary account, or in an Individual Retirement Account, or in other qualified tax-deferred accounts. You agree that we may apply (set-off) funds that you maintain on deposit with Capital One Bank, or any of its affiliates, against any amount that you may then owe us, or any of our affiliates, under a loan, or Overdraft, or guaranty, or for any other reason at any time and without prior notice to you. This right of set off does not apply if the debt is created under a consumer credit card plan. We may set-off your account at any time whether or not you are then in default in making payment to us, and we may exercise our right of set-off without liability to you even if it results in an interest penalty or dishonor of subsequent checks and other items with respect to your account. You further agree that the foregoing right extends to any federal or state benefit payments (including Social Security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits to be subject to our right of set-off, you may change your direct deposit instructions by providing notice to the benefits payor at any time. You also agree that any federal benefits or other payments deposited to your account after you are no longer eligible to receive benefits must be returned to the federal government or other payor, and we may set-off against any of your accounts if we are obligated to return funds to the payor. Our right to set-off your account is in addition to any other rights and remedies that we may have under law or under any other contractual agreement.

Collection Expenses. You agree to pay and reimburse us for our reasonable costs and expenses in attempting to collect amounts that you owe us arising out of transactions on your account. This includes payment and reimbursement of fees we incur for collecting such amounts, including, without limitation, attorneys' fees (including our in-house attorneys) and court costs.

Adverse Claims. If we receive conflicting instructions with respect to your account, or notice of an adverse claim of ownership, right to control, or access to funds in your account, or notice that the funds in your account may have been obtained through fraudulent or criminal acts, you agree that if any such dispute exists, we may place a hold on the funds in your account and refuse to honor all withdrawal and transfer requests, including checks written on the account, until all appropriate parties provide us with joint specific written instructions with respect to disposition of the funds. We are not required to determine whether a dispute has merit. Additionally, we shall have the right to close the account and deposit the funds held in the account into the registry of a court of proper jurisdiction, wherein the adverse claimants and/or appropriate parties shall be interpleaded and/or joined to the action for purposes of resolving the dispute regarding the funds. If we elect to take any action(s) described herein, you agree that we shall not be liable to you for damages of any kind, and you agree to pay and reimburse us for our reasonable costs and expenses including, without limitation, attorneys' fees (including our in-house attorneys) and court costs from the funds in the account prior to any distribution. If an adverse claim is made among joint depositors, the rights of the parties shall be determined in accordance with the section herein entitled Special Rules for Multiple Party Deposit Accounts.

Legal Process Against Account. If your account is attached, garnished, or otherwise subject to levy or seizure, in whole or in part, by legal action, we shall not be liable to you for any sums we may be required to pay because of such attachment, garnishment, levy or seizure, even if paying the money from your account leaves insufficient funds to pay a check you have written. We can restrain your account regardless of the location of the account and the location of service. For example, if a New York levy is properly served on us in New York, we may honor the New York levy even if your account was opened in Virginia. You hereby authorize us to comply with legal process, and we are not required to determine whether the court issuing the legal process had jurisdiction over you or over the account or otherwise had the authority to issue the legal process. If we incur any expenses, including without limitation, reasonable attorney fees, in responding to an attachment, garnishment, levy, or seizure that are not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any such attachment, garnishment, levy or seizure is subject to our right of offset. If we are served with a notice of proceeding relating to a safe deposit box, and you are not a named defendant in the proceeding, we may deny you access to the box unless otherwise directed by an appropriate court or the judgment creditor.

Unclaimed Property/Dormant Accounts. The law establishes procedures under which unclaimed property must be surrendered to the applicable State. The applicable State is usually the State listed in the address on your account statement. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. If your funds are surrendered to the State, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. Any fees charged in connection with dormant accounts are disclosed on our Schedule of Fees and Charges.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

If your account becomes dormant, you may be unable to conduct certain transactions until verification of account ownership. Please ask a relationship banker if you want further information about the period of time or type of activity that will prevent your account from becoming dormant.

Closing an Account. We may close any account in our sole discretion at any time, for any or no reason and without notice to you. For example, we may close your account if the account has a zero balance. If we close your account, we will notify you of our action and send you a check for the collected balance in your account, less any amounts due to us or for checks in process. Capital One Bank is not liable for any damages or liabilities resulting from the termination of an account relationship. Subject to any rights we may have with respect to advance notice of withdrawal from your account, you may close your account at any time and for any reason. If we receive a deposit, check or other debit item to your closed account, the account may be reopened to accept the deposit or debit for you, even if doing so overdraws your account, and funds deposited therein will be subject to any and all rights we may have with respect to offset. If your account is overdrawn when we close it, you agree to promptly pay all amounts owed to us.

Minor Accounts. We may pay funds on deposit in an account in the name of a minor to the minor. Once the minor attains the age of majority he or she will be considered to be the owner of the account, capable of making any and all transactions on the account.

Business Accounts. If the account owner is a non-consumer account, such as a corporation, unincorporated association, limited liability company, partnership or any other entity holding an account in any capacity other than an individual capacity, each person who signs the signature card hereby certifies that they are fully authorized to execute all documents in their stated capacity. Additionally, where applicable, the individual who signs the signature card as Secretary hereby certifies that (1) she/he is the duly qualified Secretary or other authorized officer of the business entity identified on the signature card as the account holder; (2) such business entity is organized and existing under state or federal law; (3) all actions by shareholders, directors and all others necessary to execute this signature card and establish an account with Capital One Bank have been taken; and, (4) until further actual notice to Capital One Bank, each signer is authorized to transact on the account until Capital One Bank receives actual written notice in a form acceptable to us, executed by the number of signers required to execute withdrawals on the account, and/or executed by others as required by us, that such signer is no longer so authorized. In the event any one or more of the signatures affixed to the front of this signature card, or otherwise provided to Capital One Bank as an authorized signature for the operation of this account, are facsimiles or made or reproduced by any mechanical means, Capital One Bank is authorized to rely upon and treat the same, in good faith, as a true and valid signature, and the account holder hereby holds Capital One Bank harmless and indemnifies it from and against any loss, damage or liability it may suffer or incur as a result of its said reliance.

Multiple-Signer Business Accounts. Any ONE signer on a business account which requires more than one signature for withdrawals or transfers may transfer funds from such account by telephone or electronically (including, but not limited to, transactions performed via our online banking platform) and may withdraw or transfer funds from such account by ATM or ATM/Debit Card when such access devices have been issued. Capital One Bank shall not be liable for any damages or liabilities in connection with any such transfers or withdrawals.

Payment Processing Restrictions on Internet Gambling Fund Transfers. The Federal Reserve recently enacted regulations that require U.S. financial firms that participate in designated payment systems to establish and implement policies and procedures reasonably designed to prevent payments connected to unlawful internet gambling. In light of the regulations, please be informed that restricted transactions (as defined in Federal Reserve Regulation GG / 12 CFR Part 233) are prohibited from being processed directly or indirectly through any account or relationship maintained with us. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with unlawful internet gambling.

Specific Terms Applicable to the Following Account Ownerships.

Joint Account – If two or more individuals are designated as owners of the accounts (without a fiduciary, beneficiary or other designation), then the account is a joint account and, unless your signature card states otherwise, all owners are considered to be joint tenants with right of survivorship. If there is more than one joint owner, the rights of survivorship will continue between the surviving joint owners. One joint owner is not authorized to remove another joint owner from the title of the joint account, but may withdraw all of the funds in the account or close the account.

Trust—An account established pursuant to a written trust agreement. Any funds placed in or added to this type of account are conclusively presumed to be a delivery at that time to the trust estate. Only the trustee is authorized to perform transactions on the trust account. If the original trustee dies or is replaced as trustee, we reserve the right to require documentation reasonably acceptable to us to which identifies the successor trustee. We have no duty whatsoever for enforcing the terms of the trust agreement and can rely on the statements and representations made to us by the trustee. The owners and beneficiaries of the trust agree that we shall not be held liable if the trustee breaches their fiduciary duty or fails to comply with the terms of the trust agreement.

Uniform Transfers to Minors—This type of account is established pursuant to the Uniform Transfers/Gifts to Minors Act in effect in the state where the account is opened and maintained, as may be amended from time to time. Only the Custodian is authorized to act on the account. As the Custodian you agree to comply with all applicable laws. When the minor reaches the age of majority, in accordance with applicable state law, the Custodian shall transfer any funds in the account to the minor. In the event we receive actual notice of the death, resignation or legal incapacity of the Custodian, we are directed to deliver this account to the Successor Custodian (as provided by law) who shall, in such event, have all of the rights and duties of the Custodian.

"Payable on Death" (POD) – You may designate an individual or joint account to be payable on the owner's death to a designated beneficiary or beneficiaries. POD accounts are also known as "In Trust For" (ITF), "As Trustee For" (ATF), "Transfer on Death" (TOD) or "Totten Trust" account and are governed by applicable state laws and regulations. You are solely responsible for meeting the requirements for establishing your account as a POD, including any titling requirements. During your life, the funds in the account belong to you and, until your death, or if there are co-owners, upon the death of the last co-owner, the beneficiary(ies) have no interest in the account and cannot perform transactions on the account. You may withdraw all or part of the account balance, close the account, remove or add POD beneficiaries or change the account type or ownership. Upon the death of all owners, we will distribute the then remaining funds to such of the beneficiaries as shall be then-living, in equal shares, subject to our right to charge the account for any amount a deceased owner, co-owner or POD beneficiary owes us; if any beneficiary is under the age of 18 years at the time he would be entitled to receive property under the terms of the previous provision, we will pay such person's share to any person who is the statutory or court-appointed custodian for the benefit of such person.

Special Rules for Multiple Party Deposit Accounts.

If your account was opened or assigned to a branch in New Jersey, the provisions of the Multiple Party Account Act, N.J.S.A. 17:16i-1 et seq. apply.

1. We may treat each co-owner of a joint account as having full and complete authority to make deposits into such account, to request information with respect to such account and to place a hold on such account. Each co-owner owns his/her net contribution to such account. In the absence of proof of net contribution, and unless all of the co-owners have specifically otherwise agreed, each co-owner will own an equal share of such account. We are not required to determine net contributions.

2. Deposits: Each co-owner authorizes the other co-owners to endorse for deposit into the account any item payable to any or all of the co-owners, and you expressly authorize us to supply the endorsement of any co-owner necessary for such deposit.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.**3. Withdrawals:**

(a) You authorize us to recognize the signature, oral or electronic instruction of any co-owner for withdrawals, payments or funds transfer. We are not required to enforce multiple signature requirements that you may have agreed upon among yourselves.

(b) We may continue to honor checks and withdrawal requests by any co-owner without liability to any other co-owner unless we receive written notice signed by one of you not to honor checks or withdrawals against the joint account. After we receive such a notice, we may require written authorization from all of you for any checks or withdrawals. If we receive a notice in writing as provided by this section 3(b), we shall be relieved of responsibility to each and every co-owner for failure or refusal to honor any check, draft or other demand for payment or withdrawal unless the action is authorized by all co-owners in writing.

4. Without notice to any party, we may withdraw or hold any or all of the money in the joint account and apply funds withdrawn to reduce any indebtedness of any party due and owing to Capital One Bank. A notice sent, mailed or delivered to any party constitutes notice to all.

5. We may make payment from the joint account, including payment of the entire account balance: (i) pursuant to any statutory or common law right of set-off, levy, attachment, or other valid legal process or court order, relating to the interest of any one or more of the co-owners and (ii) on request, to a trustee in bankruptcy, receiver in any state or federal insolvency proceeding or other duly authorized insolvency representative of any one or more of the co-owners.

6. **Overdrafts:** In the event that we pay a check drawn on a joint account and that payment causes an Overdraft, each party to that joint account will be jointly and severally liable to us for the amount of that Overdraft without regard to which party signed the check or for what purpose the proceeds of the check were used.

7. **Death of a Party.** You agree to notify us of the death of any joint owner and to reimburse us for any tax we must pay by reason of our payment or release of funds in the account to you. **Unless your signature card states otherwise, upon the death of any account owner, the funds in a multiple-owner account shall belong to the surviving owner(s).** We reserve the right to hold funds in the account until we receive documentation satisfactory to us, proving death and/or directing the disposition of such funds.

8. If you want to change the form of your account, you must notify us in writing, by certified or registered mail, return receipt requested, addressed to the branch where your account is maintained. If you wish to alter the form of an account, the altered form must be an account offered by Capital One Bank and written notice must be made by the proper completion of a document approved by Capital One Bank and delivery of that document to us. Written notice is not effective until received by us. You must also provide us with new completed signature cards within thirty (30) days from the date you forwarded written notice to us.

9. We will be protected from liability for all payments made from the multiple party deposit account, when made in accordance with applicable law.

Limitations on Assignment and Transfer of Ownership. You may not assign or transfer ownership of your deposit accounts with us without obtaining our prior written approval. In addition, you may not grant a security interest in funds held in your deposit accounts in favor of any other creditor without obtaining our prior written approval, which we have the right to withhold for any or no reason. If any ownership interest in an account is proposed to be transferred or if there is any change in account title, we may require that the account be closed and a new account be opened.

Deposit Availability Disclosure.**General Deposit Availability:**

Our general policy is to make funds from your deposits available to you on the first business day after the day we receive your deposits. Wire Transfers, and electronic deposits (such as ACH credit transfer direct deposits) will be available on the day we receive the deposit. Once funds are available, you may withdraw the funds in cash, and we will use the funds to pay checks that you have written. For the purpose of determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. Banking office cutoff times may vary, but in no event shall a cutoff time be earlier than 2:00 p.m. local time. If you make a deposit in a branch before 2:00 p.m. local time, or such later time posted at the branch of deposit on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at one of our automated teller machines ("ATM") before 8:00 p.m. CT or 9:00 p.m. ET, we will consider the deposit to be made that day. However, if you make a deposit after these stated times, or on a day we are not open, we will consider the deposit to be made on the next business day that we are open. Deposits made through our night drop after 7:00 a.m. may be processed on the next business day.

Please remember that even after we have made deposited funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, contact a banking officer.

1. Government Checks and Cashier's Checks:

If you make the deposit in person to one of our employees, funds from the following deposits will be made available on the first business day after the day of your deposit:

- State government checks and checks drawn on other local governmental entities if the check is payable to you and if you use a special deposit slip available from a teller.
- Cashier's, certified or teller's checks if they are payable to you and if you use a special deposit slip available.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

2. Longer Delays May Apply:

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe the check you are depositing will not be paid.
- You deposit checks totaling more than \$5,000 on any day to any account(s) you maintain (alone or with others) at Capital One Bank.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account(s) repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The Funds will generally be available no later than the seventh business day after the day of your deposit.

3. Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open:

- Funds from wire transfers and electronic deposits (such as ACH credit transfer direct deposits) will be available on the day we receive the deposit.
- Funds from the deposit of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, postal money orders and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, checks must be payable to you, and you may have to use a special deposit slip. Funds in excess of \$5,000 will be available no later than the fifth business day after the banking day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

4. Expedited Availability

Based on your overall relationship with us, we may make a portion of your check deposits available to you on an expedited basis. We will periodically reevaluate the usage and handling of your account based on your customer history with Capital One Bank. This review could result in reducing the availability schedule currently applied to your check deposits. In the event of such a reduction, your funds will be made available to you as described in the preceding sections of this disclosure.

As described above, deposits made after the branch and/or ATM cut-off time will be considered next day deposits. In some instances, however, you may be able to access these deposits on the calendar day the deposit was made. In these instances, the funds will be accessible to you for withdrawal (at a branch or ATM), but will not be available to pay incoming ACH transactions or checks you have written.

5. Holds on Other Funds: (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. (These funds will be available at the time that funds from the check we cashed would have been available if you had deposited the check.)

6. Holds on Other Funds (Other Accounts)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure. Please ask a Relationship Banker if you are unsure about when funds from a deposit will be available.

Important Information Concerning All Deposit Accounts. Our Reserve Money Manager account system allows us to manage our Federal Reserve Bank balance requirements efficiently. Each deposit account in the system consists of two sub-accounts: a demand deposit account ("DDA") sub-account which presently has a reserve requirement and a money market deposit account ("MMDA") which presently has no reserve requirement. Although there are two sub-accounts, your account is considered a single account for your deposits and withdrawals, as well as for tax reporting, balance requirement, service charge and monthly statement purposes. The existence of the sub-accounts is for internal accounting and regulatory reporting purposes only and will not change the manner in which you use, obtain information about or earn interest on your account.

Under the Reserve Money Manager account system, the funds in your account up to and including \$1000.00 (the "Threshold Balance") will be placed in the DDA sub-account, while funds in excess of the Threshold Balance will be placed in the MMDA sub-account. Periodically, we will review the checks, debits and withdrawals paid from your account, and we may change the Threshold Balance from time to time, based on this information.

All checks, withdrawals and other debits will be paid from the DDA sub-account. We will automatically transfer balances from the MMDA sub-account to the DDA sub-account. No more than six transfers will occur in any monthly statement period. Should a sixth transfer be necessary, all funds in the MMDA sub-account will be moved to the DDA sub-account for the remainder of the month. These transfers will not appear on your monthly statement and will not be subject to any fees.

Substitute Checks and Your Rights. Federal rules for Check 21 allow banks to replace original checks with "substitute checks".

Below are the details and your rights:

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact your local branch or call us at 1-800-262-5689. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the account number, the check number, the name of the person to whom you wrote the check, the date paid, and the amount of the check.

Substitute checks should only be generated by banks during the check collection process. If you deposit a substitute check that was not generated or previously handled by Capital One Bank, you agree to provide the substitute check warranties as required by Check 21, and represent that the substitute check:

- is properly generated and accurately, clearly and completely represents all the information on the front and back of the original check as of the time the original check was truncated
- bears a MICR encoded line that is suitable for automated processing in the same manner as the original check
- has not previously been paid by the drawee bank, and
- is not fraudulent

A breach of any Check 21 warranty may result in the substitute check being charged back against your account.

Telephone Solicitation. If you provide our routing number and your account number to a telephone solicitor pursuant to your acceptance of an offer of goods or services made by the solicitor, you agree that any and all subsequent transactions made to your account by the entity which the solicitor represents are considered authorized transactions. We shall not be liable for any transactions you later allege are unauthorized unless you have placed a stop payment order, and we have had a reasonable time to act upon your stop payment request.

Communications. We may contact you regarding your accounts in the manner we choose unless the law says that we cannot. These contacts are not unsolicited and might result from information we obtain from others. When we obtain your mobile telephone number, we may contact you at this number using automatic dialing equipment and leave prerecorded and other messages. We may also monitor or record any conversation with you.

Correspondents. Capital One Bank may forward items to correspondent banks and will not be liable for the wrongful conduct of the correspondent bank. Each correspondent will be liable only for its own negligence. We will not be liable for the loss of items in transit.

Address Changes. You are responsible for notifying us of any change in your address. Unless we agree otherwise, changes of address must be made in writing by at least one of the account holders. Informing us of your address on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. In the event mail we attempt to deliver to you is returned as a result of your failure to notify us of your change in address, we may charge a fee to your account in accordance with our Schedule of Fees and Charges.

We may change your postal address of record if we receive an address change notice from the U.S. Postal Service or if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

Cash Transaction Reporting. The law requires all financial institutions to gather and report information on certain types of cash transactions. If the information required to complete the report is not provided, we are required to refuse to process the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

Obtaining Credit Reports. We may request a consumer (credit) report in connection with your account(s). Upon your request, you will be informed whether or not a consumer (credit) report was requested, and if such report was requested, informed of the name and address of the consumer (credit) reporting agency that furnished the report. We may also request subsequent consumer (credit) reports for all legitimate purposes in connection with updating, renewing, reviewing, modifying, and/or taking collection action on your account(s).

Reporting Information to Credit Bureaus and Check Verification Systems. We may report information about your account to credit bureaus and/or check verification systems. Defaults on your account may be reflected in your credit report. This could affect your ability to open accounts in the future.

In the event we report your account to a check verification system, you acknowledge that even if you pay us all amounts owed, we are not required to remove an accurate report of account mishandling from any such check verification system.

Business Day. Any day, excluding Saturdays, Sundays and federal holidays.

Reproduction of Bank Records. If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we will charge a fee, and you agree to pay this fee. If the expected fee is large, you may be asked to pay the fee in advance. We reserve the right to provide any account holder with an imaged item in lieu of the original item.

Governing Law/Waiver of Jury Trial. Applicable federal law will decide any questions under these Rules, or if no federal law exists, applicable state law (the state where your account was established). Any action you commence against us, arising out of or concerning these Rules, shall be heard by a judge sitting without a jury. In any such action, Capital One Bank shall be entitled to its reasonable attorneys fees (including in-house attorney's fees) and court costs.

Notices. We shall deem any and all notices to us effective upon receipt by us. Any and all notices to you shall be deemed effective when mailed to your address as reflected in our records. Even though we may have provided you account opening disclosures in a language other than English, we may continue to provide you with notices/communications in English. Notice to any one owner of an account constitutes notice to all owners of that account.

RULES GOVERNING DEPOSIT ACCOUNTS, Contd.

Severability. If any provision of these Rules is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of these Rules or of any agreements, disclosures or other documents incorporated by reference herein.

Liability. You agree that we shall be not be liable for acting upon your instructions or failing to act upon your instructions when we reasonably believe that doing so would expose us to civil or criminal liability or conflict with industry standard banking practices. You agree further, that except as otherwise provided by applicable law, IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ATTORNEY'S FEES INCURRED BY YOU, REGARDLESS OF THE FORM OF THE ACTION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Waiver of Rights. We reserve the right to waive any one or more of our rights hereunder in our sole discretion, however, any such waiver shall only apply to that specific instance. Any such waiver of rights can also be terminated at any time, in our sole discretion.

Caption Headings. The caption headings in these Rules are for convenience purposes only and are not to be construed as a summary of each provision of these Rules.

Privacy Policy. We understand how important privacy and confidentiality are to you. Please consult our Privacy Policy for information about our commitment to you and your privacy rights. A copy of our Privacy Policy is available on our Website.

Electronic Funds Transfers. Special provisions relating to electronic funds transfers are set forth in our EFT Disclosure which is available at any of our banking offices and on our Website.

Wire Transfers. Special provisions relating to wire transfers are set forth in our Wire Transfer Agreement and Disclosure, provided to you when you execute a wire and available at any of our banking offices. This provision supplements the Wire Transfer Agreement and Disclosure. You agree that we are not required to provide you with a separate notice of incoming or outgoing wire transfers. We notify you by listing the wire transfer on your account statement. We can deduct our fees for handling wire transfers from the amount of the transfer. You can verify whether a wire transfer has been processed to your account by calling us at 1-800-655-2265.

For international wire transfers involving non-U.S. currencies, exchange rates can vary and we do not guarantee any rate. The exchange rates we use for your transactions will typically be the customary retail exchange rates in effect at the time of the transaction. This rate is not necessarily the bank-to-bank negotiated exchange rate or other potentially more favorable rate. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. Consult your attorney or investment advisor regarding the potential risks associated with foreign exchange transactions.

Amendments and Fee Changes. We reserve the right to change our fees, these Rules and any or all of the agreements, disclosures, and other documents incorporated by reference at any time. If we change these Rules, the then-current version of these Rules supersedes all prior versions and contains the terms governing your account. We will provide prior notice of changes to you as required by applicable law. You agree that continued use of your account(s) will constitute your agreement to any and all new fees, Rules, agreements, disclosures and other documents incorporated by reference. If you choose to close your account and do so prior to the effective date of any amendment, you will not be bound by such amendment.

Copy Received. You acknowledge receipt of a copy of these terms and conditions and agree to be bound by them.